

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE DEPARTMENT OF TRANSPORTATION  
AND  
YUMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 18 May, 2000,  
pursuant to the provisions of Arizona Revised Statutes Section 11-951 through 11-954, as  
amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF  
TRANSPORTATION, (the "State"), and YUMA COUNTY, acting by and through its BOARD OF  
SUPERVISORS (the "County")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.
3. Congress has authorized appropriations for, but not limited to, the design and construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.
4. Such project within the boundary of the County has been selected by the County; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration ("FHWA") for approval.

NO 23999  
Filed with the Secretary of State  
Date Filed: 05/18/00

Patricia Bayless  
Secretary of State

Dicky D. Grannewald

5. The only interest of the State in this project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The County, in order to obtain federal funds for the construction of the project, is willing to provide County funds to match federal funds in the ratio required or as finally fixed and determined by the County and FHWA, including actual construction engineering and administration costs (CE)

7. The work embraced by this agreement and the estimated cost is as follows:  
Rehabilitate Historic Bridge.

Estimated Project Cost	\$1,146,904 00
Add 4% CE Cost	\$ 45,876 00
Total Cost	\$1,192,780 00
TEA Funds (Enhancement) (CAP)	\$ 396,292.00
BR Funds (Federal)	\$ 500,000.00
Non Federal Funds for Signs, etc	\$ 60,000 00
5% Surcharge	\$ 62,639.00*
Yuma County funds	\$ 419,127.00

This includes a 5% surcharge on total project cost per Local Government Engineer memo dated 1 October 1991.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction, the County will and does hereby designate the State as authorized agent for the County. The State hereby agrees to be authorized agent for the County, and with the aid and consent of the County and the FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of the County and the FHWA, enter into a contract with a firm on behalf of the County to whom the award is made for the construction of the project; such project to be performed, completed, accepted and paid for in accordance with the instructions and requirements of the County and the Standard Specifications for Road and Bridge Construction of the Arizona Department of Transportation. The State will enter into a Project Agreement with FHWA on behalf of the County covering the work embraced in said construction contract and will request the maximum federal funds available, including construction engineering and administration costs. Should costs exceed the maximum federal funds available, it is understood and agreed that the County will be responsible for any overage.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the County shall be obligated to incur any expenditure in excess.

2. Prior to construction, the County shall set aside sufficient funds in the amount determined to be necessary to match federal funds.

3. The County shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. The County shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom, prior to the start of construction.

5. The County shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use.

6. Upon completion of construction, the County shall provide maintenance unless assumed by another governmental entity.

7. The County will provide personnel to administer and supervise construction. All construction project change orders are to be copied to the State.

8. The County will complete the project in accordance with approved plans and specifications and the requirements of the relevant State and federal statutes, rules, or regulations. In the event the County fails to comply with the plans, specifications or any relevant State or federal statutes, rules, or regulations, the County shall hold the State harmless from any claims or costs incurred by the State as a result of the County's failure to comply.

### III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

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5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

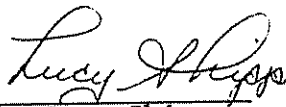
Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Yuma County  
County Engineer  
2703 South Avenue B  
Yuma, AZ 85364

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

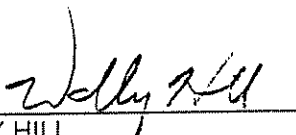
YUMA COUNTY, ARIZONA

By   
Lucy Shipp, Chairman  
Board of Supervisors

STATE OF ARIZONA  
Department of Transportation

By   
CATHERINE J. HEGEL  
Contract Administrator

ATTEST

By   
WALLY HILL  
Clerk of the Board

2feb

RESOLUTION

BE IT RESOLVED on this 28th day of January 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Yuma County for the purpose of designing, constructing and maintaining improvements to Old Colorado River Bridge # 8533

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

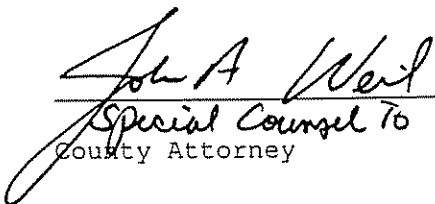


DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

APPROVAL OF THE YUMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YUMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 19TH day of April, 2000.

  
\_\_\_\_\_  
Special Counsel To  
County Attorney

**Yuma County**  
OFFICE OF THE  
BOARD OF SUPERVISORS  
198 Main Street  
Yuma, Arizona 85364

WALLY HILL  
COUNTY ADMINISTRATOR



BOB MCCLENDON  
DISTRICT 1  
LUCY SHIPP  
DISTRICT 2  
CASEY PROCHASKA  
DISTRICT 3  
MARCO A. (TONY) REYES  
DISTRICT 4  
GREG FERGUSON  
DISTRICT 5

STATE OF ARIZONA)

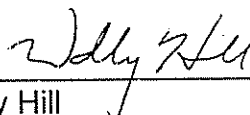
SS.

COUNTY OF YUMA)

I, Wally Hill, Clerk of the Board of Supervisors do hereby certify that I am required by law to maintain custody of the minutes of the Board of Supervisors and that the following is a true and correct copy of the portion of the minutes of the Board of Supervisor's meeting held May 1<sup>st</sup>, 2000.

"Upon motion and unanimous vote, the Board of Supervisors authorized the Chairman of the Board to sign an Intergovernmental Agreement between the State of Arizona and the County of Yuma covering the construction, maintenance and financing for the Old Colorado River Bridge (Ocean to Ocean Hwy) Rehabilitation Project."

In Witness Whereof I hereunto set my hand and  
Affixed the Official Seal of the Board of  
Supervisors. Done at Yuma, the County Seat this  
1<sup>st</sup> day of May, 2000

  
\_\_\_\_\_  
Wally Hill  
Clerk..of the Board of Supervisors

(520) 329-2104 Fax: (520) 329-2001 TTD: (520) 329-2104  
*Yuma County Government is dedicated to providing customer-focused  
services to enhance the health, safety, well-being and future of our entire community.*



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO  
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR00-0107TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED May 11, 2000.

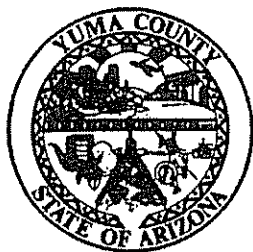
JANET NAPOLITANO  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/626317

Enc.





**Yuma County, Arizona**  
**DEPARTMENT OF DEVELOPMENT SERVICES**  
2703 S. Avenue B • Yuma, Arizona 85364

Harold Aldrich  
Director  
(520) 329-2300  
FAX: (520) 726-5626

May 8, 2000

Mr. E. Jack Hammitt, CPM  
Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 616E  
Phoenix, Arizona 85007

RE: Agreement JPA 00-14  
Old Colorado River Bridge

Dear Jack:

Please find enclosed the executed Intergovernmental Agreements (3) for the construction, maintenance and financing of the Old Colorado River Bridge Rehabilitation Project. Excerpts of the Board of Supervisors' minutes authorizing the execution of the Agreement and the County Attorney's approval as to form are also attached. The local matching share is being processed and will be forwarded separately.

When the State of Arizona has executed the Agreement, please provide a copy for my use.

Sincerely,

Roger Patterson, P.E.  
County Engineer

Enclosure

G:\Division\_Section\Engineering\Corresp\Patterson\2000\ADOT\_Hammit.wpd

Monty M. Stansbury  
Planning Director  
Planning & Zoning  
(520) 329-2300

Curtis Cansler  
Chief Building Official  
Building Safety  
(520) 329-2290

Roger A. Patterson, P.E.  
County Engineer  
Engineering Division  
(520) 329-2300

Roger E. Schoenherr, P.E.  
Manager/Engineer  
Flood Control District  
(520) 329-2302

FAX: (520) 317-8302

FAX: (520) 726-5801

FAX: (520) 726-5626 • TDD: (520) 329-2304

FEDERAL-AID HIGHWAY PROGRAM  
INTERGOVERNMENTAL AGREEMENT PROJECT REQUEST FORM

Date Feb. 1, 2000

JPA #

00-14

TO: JOINT PROJECT ADMINISTRATION  
ENGINEERING CONSULTANTS SECTION

FROM: B. S. B. MURTHY 712-8107  
LOCAL GOVERNMENT SECTION, 630E

Project Location OLD COLORADO RIVER BRIDGE

Project Termini BRIDGE # 8533 (OLD US 80)

Project No. TEA - YU - 0(23)P

TRACS No. SL 395 01 C

Project Sponsor YUMA COUNTY

DISTRICT E F G H K P S T (Y)

Scheduled Bid Advertisement Date JUNE 2000

SCOPE OF WORK HISTORIC BRIDGE REHABILITATION, <sup>and</sup> Traffic Sign

Estimated Cost	\$1,146,904
*Add 4% CE Cost	\$ 45,876
Total Cost	\$1,192,780
TEA Funds (Enhancement)	\$ 396,292 (CAP)
BR Funds (federal)	\$ 500,000
Non Federal Funds for Traffic Signs etc.	\$ 60,000
Add 5% surcharge	\$ 62,639
Total Yuma County Funds	\$ 419,127

\* per Yuma District Engineer

SPONSOR CONTACT 1881555  
ROGER PATTERSON, P.E.

TITLE YUMA Co COUNTY ENGINEER, DEPT. OF DEVELOPMENT Svc

ADDRESS 2703 S. Ave. B. YUMA, Az. 85364

TELEPHONE (520) 329-2300

Cost to ADCT 0

COMMENTS

PROJECT CONSTRUCTION ADMINISTERED BY YUMA Co.

98-45